

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacobs Entertainment, Inc.		02/11/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5356484	GILPIN'S GOT IT	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	627394-10		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	02/12/2019		
Total Attachments: 5			
source=2-12-19 Jacobs Entertainment-TM#page1.tif			
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EXECUTION VERSION

Supplemental Second Lien Trademark Security Agreement

Supplemental Second Lien Trademark Security Agreement, dated as of February 11, 2019, by Jacobs Entertainment, Inc. (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of February 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) and that certain Second Lien Trademark Security Agreement dated February 7, 2017, each in favor of the Collateral Agent;

WHEREAS, pursuant to the Second Lien Security Agreement, the Pledgor is required to execute and deliver this Supplemental Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement and Intercreditor Agreement. The security interest granted pursuant to this Supplemental Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Supplemental Second Lien Trademark Security Agreement shall be a second lien on and security interest in the Pledged Collateral and

such lien and security interest and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. Except as expressly supplemented hereby, the Second Lien Security Agreement and the Second Lien Trademark Security Agreement shall remain in force and effect. In the event of any conflict between the terms of the Intercreditor Agreement and this Supplemental Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, this Supplemental Second Lien Trademark Security Agreement shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form as may be necessary or proper to release the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Supplemental Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Second Lien Trademark Security Agreement by telecopier, facsimile or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof.

SECTION 6. Governing Law. This Supplemental Second Lien Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JACOBS ENTERTAINMENT, INC.

By:



Name: Stephen R. Roark

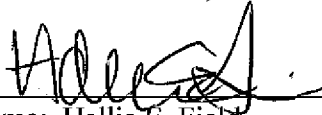
Title: President

[Signature Page to Supplemental Second Lien Trademark Security Agreement]

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By:


Name: Hallie E. Field
Title: Vice President

[Signature Page to Supplemental Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006557 FRAME: 0955

SCHEDULE I
to
SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Jacobs Entertainment, Inc.	GILPIN'S GOT IT	87326439	02/07/2017	5356484	12/12/2017